

# Appendix C:

## Customer Non-Solicitation

## **Version 1:** C. Clark (2010)

### **4. Non-Solicitation.**

Employee recognizes and acknowledges that his work as an employee of the Company creates a relationship of trust and confidence between the Employee and the Company. Employee acknowledges that this market is very competitive and that because of these factors and because of the Confidential Information and customer lists which the Company has purchased or developed that have been or will be obtained by or disclosed to Employee, as well as the access Employee has or will have to the Company's subscribers, customers, and accounts, Employee will abide by the following conditions during his employment and for a term of one (1) year after termination of employment, whether voluntary or involuntary. During this period, Employee will not:

\*\*\*

(b) Persuade or attempt to persuade any Customer of the Company with whom Employee had contact while employed by the Company to cease doing business with the Company, to reduce the amount of business it does with the Company, or to do business with any other person, firm, or corporation that engages in any business activity competitive to that of the Company; provided that the Company engaged in such business activity during Employee's employment with the Company.

## **Version 2:** Yoon (2013); Lella (2013); Wortham (2013); Safi (2015); Kotecki (2015)

### **4. Non-Solicitation/No-Service.**

Employee recognizes and acknowledges that his work as an employee of SHI creates a relationship of trust and confidence between the Employee and SHI. Employee acknowledges that this market is very competitive and that because of these factors and because of the Confidential Information and customer lists which SHI has purchased or developed that have been or will be obtained by or disclosed to Employee, as well as the access Employee has or will have to SHI's subscribers, customers, and accounts, Employee will abide by the following conditions during his employment and for a term of one (1) year after termination of employment, whether voluntary or involuntary. During this period, Employee will not:

\*\*\*

(b) Solicit business from, or provide services to, any Customer or prospect of SHI whom Employee solicited business from, or provided services to, while employed by SHI. However, this paragraph shall not prevent Employee from soliciting business or providing services that are not provided by SHI at the time of the solicitation or provision of services.

## **Version 3: El Batouty (2016)**

### **4. Non-Solicitation of Clients and Customers**

Employee recognizes and acknowledges that his work as an employee of SHI creates a relationship of trust and confidence between the Employee and SHI. Employee further acknowledges that the markets in which SHI conducts business are very competitive. Because of these factors, and because SHI's Trade Secrets and Confidential Information have been or will be obtained by or disclosed to Employee and Employee has been or will be given access to SHI's subscribers, customers, and accounts, Employee agrees that, during his employment and for a term of one (1) year after termination of employment, whether voluntary or involuntary, Employee will not, for the benefit of an person or entity other than SHI, solicit business from, or provide services to, any customer or prospective customer of SHI whom Employee solicited business from, or provided services to, while employed by SHI. This Non-Solicitation clause shall not prevent Employee from soliciting business or providing services that are not offered by SHI at the time of the solicitation or provision of services.

## **Version 4: Silberstein (2017)**

### **4. Non-Solicitation of Clients.**

Employee recognizes and acknowledges that his work as an employee of SHI creates a relationship of trust and confidence between Employee and SHI. Employee acknowledges that this market is very competitive and that because of these factors and because of the Trade Secrets, Confidential Information, and customer lists which SHI has purchased or developed that have been or will be obtained by or disclosed to Employee, as well as the access Employee has or will have to SHI's subscribers, customers, and accounts, Employee agrees that, during his employment and for a term of one (1) year after termination of employment, whether voluntary or involuntary, Employee will not solicit business from, or provide services to, any Customer or prospect of SHI whom Employee solicited business from, or provided services to, while employed by SHI. This Non-Solicitation clause shall not prevent Employee from soliciting business or providing services that are not provided by SHI at the time of the solicitation or provision of services.

**Version 5:** D. Clark (2019); Mulloy (2021); Monte (2022), Walker (2023), Ward (2022)<sup>1</sup>

**4. Non-Solicitation of Clients and Customers**

Employee recognizes and acknowledges that hi/hers work as an employee of SHI creates a relationship of trust and confidence between Employee and SHI. Employee acknowledges that this market is very competitive and that because of these factors and because of the Trade Secrets, Confidential Information, and customer lists which SHI has purchased or developed that have been or will be obtained by or disclosed to Employee, as well as the access Employee has or will have to SHI's subscribers, customers, and accounts, Employee agrees that, during his/her employment and for a term of one (1) year after termination of employment, whether his/her termination is voluntary or involuntary, Employee will not solicit business from, or provide services to, any Customer or prospect of SHI whom Employee solicited business from, or provided services to, while employed by SHI. This Non-Solicitation clause shall not prevent Employee from soliciting business or providing services that are not provided by SHI at the time of the solicitation or provision of services.

---

<sup>1</sup> D. Clark and Mulloy have a typo ("hi/hers") that was later corrected.